

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
No. 1:13-cv-207-JAB-JLW**

NANCY LUND, LIESA MONTAG-SIEGEL)
and ROBERT VOELKER,)
)
Plaintiffs)
)
vs.)
)
ROWAN COUNTY, NORTH CAROLINA)
)
Defendant)

**STIPULATION AND SETTLEMENT AGREEMENT
AS TO ATTORNEYS' FEES AND COSTS**

Plaintiffs and the Defendant ("Parties") in the above captioned case, by and through undersigned counsel, jointly stipulate and agree as follows:

1. The Plaintiffs and the Defendant enter into this agreement to resolve Plaintiffs' claims for attorneys' fees and other costs as the prevailing party in this litigation.
2. Plaintiffs are deemed the prevailing parties for purposes of an award of attorneys' fees and expenses under 42 U.S.C. § 1988 and statutory costs pursuant to Federal Rule of Civil Procedure 54 following the denial by the United States Supreme Court of Defendant's Petition for Writ of Certiorari and Petition for Rehearing. These denials left intact the Fourth Circuit's judgment, dated July 14, 2017, in favor of the Plaintiffs.
3. Subsequent to the denial of the Defendant's Petition for Rehearing, the parties negotiated through September, October, November and December 2018 in an effort to resolve Plaintiffs' claims, finally reaching a mutually satisfactory agreement on December 12, 2018.

4. While negotiating, the Parties sought multiple extensions of time on the deadline for Plaintiffs' Motion for Attorneys' Fees and Costs. Most recently, the Court granted Plaintiffs an extension through December 21, 2018 to file for attorneys' fees and costs.

5. In lieu of a Motion for Attorneys' Fees and Costs and by mutual agreement and to bring full and final resolution to Plaintiffs' claims of fees and expenses from the Defendant without the necessity of further litigation, Plaintiffs agree to accept from the Defendant \$285,000.00 as full and final resolution of any and all remaining claims for attorneys' fees and expenses they may have, or may be entitled to against the Defendant.

6. Plaintiffs further agree to release and unconditionally discharge the Defendant from all claims, actual, doubtful or disputed for attorneys' fees and costs recoverable under applicable law in this case through the date of the stipulation and agreement. No attorneys' fees, costs or any monies other than attorneys' fees described in paragraph 5 will be paid in connection with this case except that this stipulation and agreement does not prevent Plaintiffs from seeking attorneys' fees and costs for work related to future litigation to enforce this Court's judgment.

7. It is hereby agreed and stipulated among the parties that all parties are fully competent to agree and subscribe hereto and no person not a party to this agreement has an interest in the subject matter. Each of the attorneys executing this document on behalf of their respective clients further warrants and represents that they have full and binding authority to enter into this agreement and to all terms set forth herein.

8. Defendant hereby agrees to pay and distribute to Plaintiffs' undersigned counsel the sum of \$285,000.00 no later than thirty (30) days after the entry of the Court's Order.

9. The parties further agree that this Court shall retain jurisdiction in this case in order to enforce this agreement in the event of non-payment in the full sum within the specific time period.

Dated: December 20, 2018

Signatures:

/s/ Christopher A. Brook
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*Appearing Pursuant to Local Rule 83.1(d)
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**By special appearance pursuant to Local
Rule 83.1(d)*